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IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

9 SAMUEL PRINCE,

10 Plaintiff,

11 vs.

12 MANDARICH LAW GROUP, LLP and
CACH, LLC,

13 Defendants.

14 NO.

15 COMPLAINT FOR VIOLATIONS OF 15
U.S.C. § 1692 ET SEQ. AND RCW
CHAPTERS 19.16 AND 19.86 ET SEQ.

16 COMES NOW Plaintiff, Samuel Prince, by and through counsel, who alleges:

17 I. **PARTIES AND JURISDICTION**

18 1. Plaintiff Samuel Prince, formerly Samuel Ade, is an individual who resides in
King County, Washington State.

19 2. Defendant Mandarich Law Group, LLP ("Mandarich"), a California Limited
20 Liability Partnership, is a debt collector and collection agency doing business in Washington,
21 and who attempted to collect an alleged debt from the Plaintiff. Mandarich's registered agent is
22 National Registered Agents, Inc., 711 Capitol Way S. Ste. 204, Olympia, WA 98501-1267.

23 3. Defendant CACH, LLC ("CACH"), a Colorado Limited Liability Company, is a

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1 debt collector and collection agency doing business in Washington, and who attempted to collect
2 an alleged debt from the Plaintiff. CACH's registered agent is Corporation Service Company,
3 300 Deschutes Way SW Ste 208 MC-CSC1, Tumwater, WA 98501.

4 4. Jurisdiction over Defendants is proper as Defendants are doing business in
5 Washington State and venue is appropriate in King County, Washington.

6 **II. FACTS**

7 5. In 2014, Defendants Mandarich and CACH filed a collection lawsuit against
8 Plaintiff in King County Superior Court, case no. 14-2-19356-4.

9 6. According to the collection lawsuit's case file, Samuel Prince (then known as
10 Samuel Ade) was served with process via substitute service. While Mr. Prince was never
11 personally informed of the lawsuit, he recognizes that he may be unable to dispute service under
12 existing Court Rules and Washington law. In any event, Mr. Prince was unaware of the lawsuit
13 in 2014.

14 7. On or about July 16, 2014, Defendants Mandarich and CACH moved for and
15 obtained a default judgment, but failed to file the motion and supporting documents. Thus, the
16 case file includes only the complaint and default judgment. The total amount of the judgment
17 was \$1,846.81.

18 8. For reasons presently not known, Defendants sat on their judgment for many
19 years and took no action.

20 9. In early 2023, Plaintiff Samuel Prince was shocked to learn that his wages were
21 being garnished.

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1 10. Further investigation revealed that the garnishment stemmed from the
 2 aforementioned default judgment, although this was the first moment when Mr. Prince learned of
 3 the matter.

4 11. In both the writ of garnishment and the application therefor, Defendants
 5 Mandarich and CACH represented an entitlement to the judgment balance, interest, and certain
 6 fees permitted by statute. A copy of the writ and application is attached as **Exhibit A**.

7 12. In addition to the aforementioned amounts, Defendants also represented a
 8 separate and distinct entitlement to \$470.00 for “Taxable Costs and Attorney Fees.” No law
 9 permitted recovery of such amounts. *See* RCW Chapter 6.27.

10 13. Perhaps more confusing still, when the total of the amounts sought in the
 11 garnishment are added together, the amount comes to \$3,448.93, though the writ states a slightly
 12 lesser total of \$3,248.93. Thus, the amount of the writ is inflated by either \$470 or \$270, both of
 13 which are improper.

14 14. The writ of garnishment and its application are confusing, misleading, or both.
 15 The writ states that “Garnishment Attorney Fees” are \$0.00, while Defendants sought to collect
 16 \$470.00 in “Taxable Costs and Attorney Fees,” while the arithmetic suggests Defendants
 17 actually sought to collect \$270.00 in such improper costs. Any person in Mr. Prince’s shoes
 18 would have extreme difficulty determining the next step, such as whether to contest the
 19 garnishment.

20 15. Such an argument would be difficult for anyone to articulate, much less a non-
 21 lawyer like Mr. Prince, because it is obvious that Defendants are not entitled to the alleged
 22 \$470.00 in “costs” and “fees,” but a straight line deduction from the writ would seem
 23 mathematically incorrect as well, given the odd accounting used. In short, even if one of the

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1 amounts were, somehow, correct, Defendants' collection efforts were still misleading and
2 confusing such that Mr. Prince did not know how to proceed.

3 16. Lacking any meaningful options, Mr. Prince sought counsel to determine his legal
4 rights and responsibilities, and incurred expenses in doing so.

5 17. As a result of Defendant's actions detailed above, Mr. Prince has incurred
6 expenses in seeking and retaining counsel in connection with ascertaining his legal rights and
7 responsibilities, and has suffered financial uncertainty, unease, and distress caused by
8 Defendants' collection practices, which are false, misleading, improper, and/or confusing.

9 **III. CAUSES OF ACTION**

10 **GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS**

11 18. With respect to the alleged debt, Plaintiff is a consumer as defined by 15 U.S.C. §
12 1692a(3) and Defendants are debt collectors as defined by 15 U.S.C. § 1692a(6).

13 19. With respect to the alleged debt, Plaintiff is a "debtor" as defined by RCW
14 19.16.100(8) and Defendants are collection agencies as defined by RCW 19.16.100(4).

15 20. For claims arising under the Fair Debt Collection Practices Act, such claims are
16 assessed using the "least sophisticated debtor" standard. *Guerrero v. RJM Acquisitions LLC*, 499
17 F.3d 926, 934 (9th Cir. 2007).

18 **Count 1 (and all subcounts)**

19 21. A debt collector may not use any false, deceptive, or misleading representation or
20 means in connection with the collection of any debt. 15 U.S.C. § 1692e. Additionally, it is a
21 violation to falsely represent the character, amount, or legal status of any debt. § 1692e(2).

22 22. Defendants made false, deceptive, and misleading representations when they:
23 a. Asserted an entitlement to \$470.00 in "Taxable Costs and Attorney Fees."

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1 b. Miscalculated the total amount of the writ of garnishment so as to confuse the
2 basis of the amounts requested.
3 c. Made confusing and contradictory statements, such as representing the
4 entitlement to \$470.00 as costs *and* attorney's fees, while also representing that
5 any garnishment attorney's fees were zero dollars.
6 23. Therefore, Defendants violated 15 U.S.C. § 1692e and/or § 1692e(2).

7 **Count 2 (and all subcounts)**

8 24. A debt collector may not use unfair or unconscionable means to collect or attempt
9 to collect any debt. 15 U.S.C. § 1692f.
10 25. Plaintiff realleges the allegations contained in Count 1, *supra*.
11 26. For the above-stated reasons, Defendants therefore violated 15 U.S.C. § 1692f on
12 multiple occasions.

13 **GENERAL ALLEGATIONS APPLICABLE TO ALL CPA CLAIMS**

14 27. Violations of RCW 19.16.250 are per se violations of the Consumer Protection
15 Act ("CPA"), RCW chapter 19.86.¹ *See* RCW 19.16.440. RCW 19.86.090 provides for treble
16 damages (to a limit of \$25,000) and attorney's fees.

17 28. Because RCW Chapter 19.16 is enforced through RCW 19.86 *et seq.*, the below
18 counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.

19 29. Even minimal or nominal damages constitute "injury" under the CPA. *Panag*,
20 166 Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even
21 "unquantifiable damages" suffice to establish "injury" for purposes of the CPA. *Id.* (citing

22
23 ¹ *See Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 53 (2009) ("Consumer debt collection is a highly
24 regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of
25 the CPA...").

1 *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

2 **Count 3**

3 30. A collection agency may not collect or attempt to collect any sum other than
4 principal, allowable interest, collection costs or handling fees expressly authorized by statute, and
5 in the case of suit attorney's fees and taxable court costs. RCW 19.16.250(21).

6 31. Defendants were not allowed to collect \$470.00 in "Taxable Costs and Attorney
7 Fees."

8 32. Defendants therefore violated RCW 19.16.250(21).

9 **Count 4**

10 33. RCW 19.16.250(15) prohibits a collection agency from representing or implying
11 that an existing obligation may be increased by attorney fees or any other fees or charges when
12 such charges are not permitted by law.

13 34. In representing an entitlement to \$470.00 in "Taxable Costs and Attorney Fees"
14 without a legal basis, Defendants therefore violated RCW 19.16.250(15).

15 **Count 5**

16 35. The foregoing violations of RCW 19.16.250 constitute "per se" violations of the
17 Washington Consumer Protection Act.

18 36. In addition, Defendants' violations of the FDCPA as outlined above themselves
19 constitute *per se* violations of the CPA. *See Sims v. Midland Funding LLC*, 2021 WL 1546135 at
20 *5 (W.D. Wash. Apr. 20, 2021) (citing *Hoffman v. Transworld Sys. Inc.*, 806 F. App'x 549, 552
21 n.3 (9th Cir. 2020)).

22 37. Therefore, each of the foregoing FDCPA claims are reasserted herein as "per se"
23 violations of the CPA, and Defendants thus violated the Consumer Protection Act on this basis as

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1 well.

2 **Request for Injunctive Relief**

3 38. A plaintiff may seek injunctive relief for violations of the Consumer Protection
4 Act. RCW 19.86.090.

5 39. Plaintiff does seek injunctive relief from this Court which would enjoin
6 Defendant from collecting debts in the manner described above from both Plaintiff and any other
7 person similarly situated. *Scott v. Cingular Wireless*, 160 Wn. 2d 843, 853 (2007).

8 40. Specifically, Plaintiff seeks an injunction prohibiting Defendants from seeking
9 additional fees and costs in connection with garnishment when such fees and costs are not
10 allowed by law.

11 41. Plaintiff has reason to believe these actions make up a pattern and practice of
12 behavior and have impacted other individuals similarly situated.

13 42. Injunctive relief is necessary to prevent further injury to Plaintiff and to the
14 Washington public as a whole.

15 43. Injunctive relief should therefore issue as described herein.

16 **IV. PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays:

18 1. For Judgment against Defendants for actual damages.
19 2. For statutory damages of \$1,000.00 for FDCPA violations.
20 3. For statutory damages of \$7,500.00 per violation for Washington Collection
21 Agency Act and Consumer Protection Act violations.
22 4. For treble damages, pursuant to RCW 19.86.090, calculated from the damages
23 determined by the court.

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5. For costs and reasonable attorney's fees as determined by the Court pursuant to 15 U.S.C. 1692k(a)(3) and other applicable law.

6. For injunctive relief pursuant to RCW 19.86.090 as described above.

Respectfully submitted this 11th day of May, 2023

ANDERSON SANTIAGO, PLLC

By: Jason D. Anderson, WSBA No. 38014
Attorneys for Plaintiff
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Complaint - 8

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EXHIBIT A

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7 KING COUNTY SUPERIOR COURT
8 IN AND FOR THE STATE OF WASHINGTON

9 CACH, LLC,	Case No.: 14-2-19356-4 KNT
10 Plaintiff,	
11 v.	
12 Samuel L Ade and DOE Ade, and the marital	WRIT OF GARNISHMENT FOR
13 community comprised thereof,	CONTINUING LIEN ON
14 Defendant,	EARNINGS.
15 and	This garnishment is based on a
16 MORNINGSTAR, INC. DBA	Judgment or Order for
17 MORNINGSTAR RESEARCH, INC.,	<input checked="" type="checkbox"/> Consumer Debt
18 Garnishee.	<input type="checkbox"/> Student Loan Debt
	[Clerk's Action Required]

19 The State of Washington to MORNINGSTAR, INC. DBA MORNINGSTAR
20 RESEARCH, INC. (Garnishee)

21 And to Samuel L Ade (Defendant(s))

22 CACH, LLC ("Plaintiff") in this action has applied for a Writ of Garnishment against you,
23 claiming that the above named Samuel L Ade ("Defendant") is indebted to Plaintiff and that the
24 amount to be held to satisfy the indebtedness is \$3,248.93, consisting of:
25
26 / / /
/ / /

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DEBT)

105820

MANDARICH LAW GROUP, LLP
P.O. Box 109032, Chicago, IL 60610
T: 877.285.4918; F: 818.888.1260

i | 111

2	Balance of Judgment or Amount of Claim	\$1,846.81
3	Interest under Judgment from 07/16/2014 to 02/20/2023	\$1,002.95
4	Taxable Costs and Attorney Fees	\$470.00
5	Estimated Garnishment Costs:	
6	Filing and Ex Parte Fees:	\$22.00
7	Service and Affidavit Fees:	\$60.00
8	Postage and Costs of Certified Mail:	\$7.17
9	Answer Fee or Fees:	\$40.00
10	Garnishment Attorney Fees:	\$0.00
11	Other	\$0.00
12	Total Estimated Garnishment Costs:	\$129.17
13	Less Any Payments Applied	\$0.00
14	TOTAL:	\$3,248.93
15	Plus <i>Per Diem</i> Rate of Estimated Interest	\$0.32

13 THIS IS A WRIT FOR A CONTINUING LIEN. GARNISHEE SHALL HOLD the nonexempt
14 portion of Defendant's earnings due at the time of service of this writ and shall also hold
15 Defendant's nonexempt earnings that accrue through the last payroll period ending on or before
16 SIXTY days after the date of service of this writ. HOWEVER, IF GARNISHEE IS PRESENTLY
17 HOLDING THE NONEXEMPT PORTION OF DEFENDANT'S EARNINGS UNDER A
18 PREVIOUSLY SERVED WRIT FOR A CONTINUING LIEN, GARNISHEE SHALL HOLD
19 UNDER THIS WRIT only Defendant's nonexempt earnings that accrue from the date the
20 previously served writ or writs terminate and through the last payroll period ending on or before
21 60 days after the date of termination of the previous writ or writs. IN EITHER CASE,
22 GARNISHEE SHALL STOP WITHHOLDING WHEN THE SUM WITHHELD EQUALS THE
23 AMOUNT STATED IN THIS WRIT OF GARNISHMENT.

20 YOU ARE HEREBY COMMANDED, unless otherwise directed by the Court, by the attorney of
21 record for Plaintiff, or by this writ, not to pay any debt, whether earnings subject to this
22 garnishment or any other debt, owed to Defendant at the time this writ was served and not to
23 deliver, sell, or transfer, or recognize any sale or transfer of, any personal property or effects of
Defendant in your possession or control at the time when this writ was served. Any such payment
delivery, sale, or transfer is void to the extent necessary to satisfy Plaintiff's claim and costs for
this writ with interest.

25 YOU ARE ALSO COMMANDED to answer this writ according to the instructions in this writ
26 and in the answer forms and, within 20 days after the service of the writ upon you, to mail or

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MANDARICH LAW GROUP, LLP
P.O. Box 109032, Chicago, IL 60610
T: 877 285 4918; F: 818 888 1260

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1 deliver the original of such answer to the Court, one copy to Plaintiff or Plaintiff's attorney, and
2 one copy to Defendant; at the addresses listed at the bottom of this writ.

3 If, at the time this writ was served, you owed Defendant any earnings (that is wages, salary,
4 commission, bonus, tips, or other compensation for personal services or any periodic payments
5 pursuant to a nongovernmental pension or retirement program), Defendant is entitled to receive
6 amounts that are exempt from garnishment under federal and state law. You must pay the exempt
7 funds to Defendant on the day you would customarily pay the compensation or other periodic
8 payment. As more fully explained in the answer, the basic exempt amount is the greater of 75
9 percent of disposable earnings or a minimum amount determined by reference to the employee's
10 pay period, to be calculated as provided in the answer.

11 However, if this writ carries a statement in the heading of "This garnishment is based on a
12 judgment or order for."

13

- 9 ■ "child support," the basic exempt amount is 50 percent of disposable earnings; or
- 10 ■ "private student loan debt," the basic exempt amount is the greater of 85 percent of disposable
11 earnings or 50 times the minimum hourly wage of the highest minimum wage law in the state
12 at the time the earnings are payable; or
- 13 ■ "consumer debt," the basic exempt amount is the greater of 80 percent of disposable earnings
14 or 35 times the state minimum hourly wage.

15 YOU MAY DEDUCT A PROCESSING FEE FROM THE REMAINDER OF THE
16 EMPLOYEE'S EARNINGS AFTER WITHHOLDING UNDER THIS WRIT. THE
17 PROCESSING FEE MAY NOT EXCEED TWENTY DOLLARS FOR THE FIRST ANSWER
18 AND TEN DOLLARS AT THE TIME YOU SUBMIT THE SECOND ANSWER.

19 If you owe Defendant a debt payable in money in excess of the amount set forth in the first
20 paragraph of this writ, hold only the amount set forth in the first paragraph and any processing fee,
21 if one is charged, and release all additional funds or property to Defendant.

22 IF YOU FAIL TO ANSWER THIS WRIT AS COMMANDED, A JUDGMENT MAY BE
23 ENTERED AGAINST YOU FOR THE FULL AMOUNT OF PLAINTIFF'S CLAIM AGAINST
24 DEFENDANT WITH ACCRUING INTEREST, ATTORNEY FEES, AND COSTS WHETHER
25 OR NOT YOU OWE ANYTHING TO DEFENDANT. IF YOU PROPERLY ANSWER THIS
26 WRIT, ANY JUDGMENT AGAINST YOU WILL NOT EXCEED THE AMOUNT OF ANY
NONEXEMPT DEBT OR THE VALUE OF ANY NONEXEMPT PROPERTY OR EFFECTS
IN YOUR POSSESSION OR CONTROL.

27 ///

28 ///

29 ///

1 JUDGMENT MAY ALSO BE ENTERED AGAINST DEFENDANT FOR COSTS AND FEES
2 INCURRED BY PLAINTIFF.

3 [X] Witness, the Honorable PATRICK H. OISHI, Judge of the above-
4 entitled Court, and the seal thereof, this APR 07 2023 day of 2023.

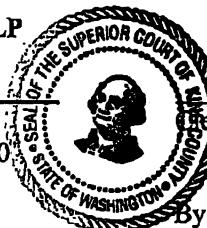
5 Attorneys for Plaintiff:

6 **MANDARICH LAW GROUP, LLP**

7 *Brendan Wilson*
8 Brendan Wilson, WSBA No. 47420
P.O. Box 109032, Chicago, IL 60610
877.285.4918

Barbara Miner, Clerk of the Superior Court
For King County, WA

By Barbara Miner Deputy



9 Clerk of the Court
By: _____
Deputy Clerk

10 Samuel L Ade
11 12049 NE 141st Way
Kirkland WA 98034

12 Address of the Clerk of the Court:
13 SUPERIOR COURT, IN AND FOR THE COUNTY KING
14 516 Third Ave, Room C9-203
Seattle WA 98104

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DEBT)

105820

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KING COUNTY, WASHINGTON

APR - 7 2023

KENT DEPARTMENT OF
JUDICIAL ADMINISTRATION

KING COUNTY SUPERIOR COURT
IN AND FOR THE STATE OF WASHINGTON

CACH, LLC,

Case No.: 14-2-19356-4 KNT

Plaintiff,

Y.

12 Samuel L Ade and DOE Ade, and the marital
13 community comprised thereof,

**APPLICATION FOR WRIT OF
GARNISHMENT**

Defendant.

and

[Clerk's Action Required]

I. APPLICATION

20 1.1 CACH, LLC ("Plaintiff") has a judgment wholly or partially unsatisfied, against Samuel L.
21 Ade ("Defendant") in the Court from which the writ is being sought.

1.2 The amount alleged to be due is the balance of the judgment or amount of the claim,
\$1,846.81, plus interest and estimated garnishment costs, less any payments made, as
indicated in the writ.

1 1.3 Plaintiff has reason to believe, and does believe, that MORNINGSTAR, INC. DBA
2 MORNINGSTAR RESEARCH, INC., the above-named garnishee, whose business
3 location is 300 DESCHUTES WAY SW, STE 208 MC-CSC1 , TUMWATER WA 98501
4 is:

5 [x] indebted to Defendant in amounts exceeding those exempted from garnishment by
6 any state or federal law; or
7 [] the Garnishee has possession or control of personal property or effects belonging to
8 Defendant which are not exempted from garnishment by any state or federal law.

9 1.4 The Garnishee [x] is [.] is not the employer of the Defendant.

10

11

II. CERTIFICATION

12 I CERTIFY under penalty of perjury under the laws of the State of Washington that the foregoing
13 is true and correct.

14

15 DATED: February 20, 2023 at Chicago, Illinois.



16
17 Brendan Wilson, WSBA No. 47420
18 Attorney for Plaintiff
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